

Karen Higginbotham, Acting Director
USEPA Headquarters
Office of Civil Rights
Ariel Rios Building
1200 Pennsylvania Avenue, N. W.
1201A
Washington, DC 20460

Re: Phoenix Building Trades, Inc. and Don't Waste Arizona, Inc. vs
Maricopa County Environmental Services Department

Dear Ms. Higginbotham:

Pursuant to the terms of the attached settlement agreement, Phoenix Building Trades, Inc. and Don't Waste Arizona, Inc. hereby withdraw the Title VI civil rights complaint they filed against the Maricopa County Environmental Services Department.

Phoenix Building Trades, Inc.

Don't Waste Arizona, Inc.

By: Joe Standley

By: Stephen M. Brittle

Date: 4-30-02

Date: 4-29-02

Post-It® Fax Note	
Date	5/2/02
# of pages	4
To	Karen Higginbotham
From	Stephen M. Brittle
Co./Dept.	USEPA Title VI
Phone #	202 564-7888
Fax #	202 561 1836

AGREEMENT BETWEEN
THE PHOENIX BUILDING TRADES, INC.
DON'T WASTE ARIZONA, INC.

AND

MARICOPA COUNTY

This document memorializes the SETTLEMENT AGREEMENT reached following discussions between The Phoenix Building Trades, Inc. and Don't Waste, Arizona, Inc. (collectively, the "Complainants") and Maricopa County, through its Environmental Services Department ("MCESD").

1. Complainants have challenged the procedures and practices of MCESD regarding the processing of permits for required facilities and have filed a Title VI complaint against MCESD regarding those same permitting practices in the specific instance of this.
2. MCESD has vigorously defended its procedures and practices as consistent with existing law.
3. MCESD personnel have spoken with representatives of Complainants on several occasions to discuss the issues raised by Title VI complaint and the general issues of MCESD's permitting practices.
4. These discussions have led to improved understanding, relations and trust.
5. Complainants and MCESD acknowledge that this SETTLEMENT AGREEMENT is a compromise of a disputed claim, and that this SETTLEMENT AGREEMENT and its terms and conditions is not to be construed as an admission of liability on the part of MCESD. Complainants and MCESD enter into this SETTLEMENT AGREEMENT only to avoid the expense and uncertainty of further proceedings and to protect their respective interests. Complainants and MCESD acknowledge and declare that this SETTLEMENT AGREEMENT is entered into in good faith and for no collusive purpose.

6. This SETTLEMENT AGREEMENT contains all the terms and conditions of, and expresses the complete and only agreement between the Complainants and MCESD with respect to its subject matter. No change or modification to this SETTLEMENT AGREEMENT shall be binding on any party unless it is in writing and executed by both Complainants and MCESD.
7. MCESD agrees to provide the following information at <http://www.maricopa.gov/envsvc> on the date MCESD gives notice pursuant to Arizona Revised Statutes 49-426 and 49-427 of a proposed Title V Permit or proposed renewal of a Title V Permit.
 - a. All valid Title V, Non-Title V, and General Air Quality Permits issued by MCESD to stationary sources located within the same zip code as the proposed Title V Permit or proposed renewal of a Title V Permit will be identified.
 - b. Business Name and the address where the stationary source is located will be listed for each Title V, Non-Title V, and General Air Quality Permit identified in the preceding paragraph.
 - c. Emissions information will be listed for each identified permit. Quantity of annual emissions for each pollutant reported on the most recent MCESD approved Emissions Certification Form will be listed.
 - d. Information required above for each permit will be available at MCESD's Web-site until the proposed Title V Permit or proposed renewal of a Title V Permit is issued or denied.
8. Complainants agree to withdraw their complaint in EPA File No. 18R-00-R9 against MCESD with the signing of this SETTLEMENT AGREEMENT.
9. If either party believes that the other has violated the terms of this SETTLEMENT AGREEMENT, the parties agree to attempt a resolution of those disagreements through mediation for a period no less than 30 days.
10. Execution of any copy of this SETTLEMENT AGREEMENT shall be considered as if one original copy of the SETTLEMENT AGREEMENT was signed. Complainants and MCESD are bound by the terms herein, even if all signatures of all parties are not contained on this Same copy of this SETTLEMENT AGREEMENT. All original signatures shall be appended to an original SETTLEMENT AGREEMENT and a copy of the original

SETTLEMENT AGREEMENT shall be provided to each party within a reasonable time of the execution of this SETTLEMENT AGREEMENT by all parties thereto.

This SETTLEMENT AGREEMENT shall be governed by the laws of the State of Arizona.

Phoenix Building Trades, Inc.

Don't Waste Arizona, Inc.

BY: Joe Standley
Date: 4-30-02

BY: Stephen M. Britts
Date: 4-29-02

Maricopa County Environmental Services Department

BY: Albert F. Brown
Albert F. Brown, Director
Date: 4-25-02